

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 07**

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

Sealed proposals will be received by the Department of Transportation, Administrative Service Center, Office of Procurement and Contracts, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692 until 2:15 p.m., November 16, 1999. Bids will be opened at 2:30 p.m. on November 16, 1999 for the performance of work as follows:

DESCRIPTION: CONSTRUCTION OF TWO CONTINUOUS DEFLECTIVE SEPARATION (CDS) STORM WATER PILOT UNITS
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CONTRACTOR'S LICENSE REQUIRED: Class A or other applicable specialty license will be required.

The foregoing is a general description of the work to be performed and the Department of Transportation does not expressly or by implication agree that the actual items or amount of work will correspond therewith:

Further inquiries concerning the proposed work may be directed to:

**DEPARTMENT OF TRANSPORTATION
CONSTRUCTION BRANCH
120 SOUTH SPRING STREET
LOS ANGELES, CA 90012 PHONE (213-897-0063**

To Request Bid Packages Phone:	949-756-7878	Fax: 949-724-2707
To Request Bid Results Phone:	949-756-7878	Fax: 949-724-2707

Bid results will be available on the Internet at: http://www.ns.net/caltrans/bidofc_n.htm for Districts 1, 2, 3, 4, 5, 6, 9, and 10 or http://www.ns.net/caltrans/bidofc_s.htm for Districts 7, 8, 11, and 12.

**Standard Specifications and Standard Plans are available from the
State of California, Department of Transportation
Publications Unit, 1900 Royal Oaks Drive
Sacramento, CA 95815, Phone: (916) 445-3520.**

**THE DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT
TO REJECT ANY OR ALL BIDS.**

ADM-1501 (Rev. 6/98)

AS-BUILT 06/15/2000

AS-BUILT SPECIFICATION REVISION SUMMARY
DISTRICT 7 – PS&E
CONTRACT NUMBER: 07-2N9905

Sites: 1, I-210 / East of Orcas CDS; 2, I-210 / East of Filmore CDS				
CCO	Description	Affected Location	Needed Change to Specification	Affected Spec. Section No.
1	Relocate Fence Enclosure Walk Gate	2	None	None
2	End Cap for CMP Tee	1,2	Added specification	10-1.105
3	Install Additional Swing Gate	2	None	None
4	Provide Rubber Gaskets / Joint Selants to Couplings	1,2	Add sealant specifications	10-1.103 10-1.105 10-1.106
5	Change Anchor Assemblies Alt. B to Alt. A	1,2	None	None
6	Provide Hydro Test on CMP	1,2	Add test to specifications	10-1.103 10-1.105 10-1.106
7	Use 1/2 inch unistrut hardware instead of 5/8 inch hardware	1,2	None	None

These As-Built Special Provisions have been prepared in Microsoft Word with the *Track Changes* mode to facilitate identification of As-Built information. Specifications which have been modified to reflect As-Built conditions are identified with a vertical bar in either the Right hand or Left hand margin. Contract specifications not incorporated during construction appear in Strikeout, while specifications adding during construction appear in Italics.

Please note that these Special Provisions only reflect the As-Built condition of the work performed, and should not necessarily be considered a replacement to the Contract Special Provisions. Although they may be suitable for future similar projects, it is ultimately the responsibility of the Design Engineer to prepare appropriate Special Provisions for each particular contract.

AS-BUILT

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STATE OF CALIFORNIA

APPROVED BY THE

STANDARD AGREEMENT—ATTORNEY GENERAL
STD. 2 (REV.5-91)

CONTRACT NUMBER 07A0692 (07-2N9905)	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this ____ day of ____, 19____,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE DIRECTOR	AGENCY DEPARTMENT OF TRANSPORTATION
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_____, hereafter called the State, and
_____, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

**PROPOSED FORM OF CONTRACT
SAMPLE ONLY - DO NOT COMPLETE**

CONTINUED ON ____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Transportation		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC)			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE) TRANSPORTATION	FUND TITLE State Hwy	DEPARTMENT OF GENERAL SERVICES USE ONLY <input checked="" type="checkbox"/> Exempt from DGS Approval per PCC 10107		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	(OPTIONAL USE)				
	ITEM	CHAPTER		STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) 07279 2N9905 7040				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

AS-BUILT

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

AS-BUILT

**CONTRACT NO. 07A0692
(07-2N9905)**

ROUTE: 07-LA-210

**The special provisions contained herein have
been prepared by or under the direction of
the following Registered Persons.**

Gary FriedmanHarold Glaser
REGISTERED CIVIL ENGINEER

AS-BUILT

SECTION 1. SPECIFICATIONS AND PLANS

1-1.01 GENERAL.

The work embraced herein constitutes a "Minor Contract". The work shall be done in accordance with the July, 1995 Standard Specifications and the July, 1997 Standard Plans of the Department of Transportation and in accordance with the following special provisions and proposal, the proposed "Form of Contract" and the attached Project Plans and applicable "Standard Plan" sheets.

All references to the Director in the July, 1995 Standard Specifications shall be construed to mean the District Director.

Any paragraph of the Standard Specifications referencing or pertaining to Chapter 1, (commencing with Section 10100) of Part 2 of Division 2 of the Public Contract Code shall not apply to this contract.

In the event of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Project plans consist of:

1. Title Sheet
2. Layout Plan – East of Orcas
3. Layout Plan – East of Filmore
4. Construction Details
5. Construction Details
6. Grading Plan – East of Orcas
7. Grading Plan – East of Filmore
8. Drainage Plan – East of Orcas
9. Drainage Plan – East of Filmore
10. Drainage Profile – East of Orcas
11. Drainage Profile – East of Filmore
12. Drainage Details
13. Drainage Details
14. Drainage Details
15. Drainage Quantities
16. Summary of Quantities
17. Monitoring Plan – East of Orcas
18. Monitoring Plan – East of Filmore

Applicable Standard Plan Sheet from Standard Plans Book dated July 1997 are:
A10A, A10B, A85, D87A, D97B, D97C, D97E

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in accordance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the name and address of each DVBE subcontractor to be used for credit in meeting the goal, and to whom the bidder proposes to directly subcontract portions of the work. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

2-1.02 BIDS

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all such figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Department, and such discretion will be exercised in the manner deemed by the Department to best protect the public interest in the prompt and economical completion of the work. The decision of the Department respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

2-1.03 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

Section 10115 of the Public Contract Code requires the Department to implement provisions to establish a goal for Disabled Veterans Business Enterprise (DVBE) in contracts.

It is the policy of the Department that Disabled Veteran Business Enterprise (DVBE) shall have the maximum opportunity to participate in the performance of contracts financed solely with state funds. The Contractor shall ensure that DVBEs have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the Department may deem appropriate.

Bidder's attention is directed to the following:

(a) "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business Certification and Resources, Department of General Services.

(b) A DVBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;

(c) Credit for DVBE prime contractors will be 100 percent.

(d) A DVBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DVBE joint venture partner must share in the ownership, control, management responsibilities, risks and profits of the joint venture. The DVBE joint venturer must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Section 3-1.01A, "DVBE Information," elsewhere in these special provisions;

(e) A DVBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;

(f) Credit for DVBE vendors of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods;

(g) Credit for trucking by DVBEs will be as follows:

(1) One hundred percent of the amount to be paid when a DVBE trucker will perform the trucking with his/her own trucks, tractors and employees;

(2) Twenty percent of the amount to be paid to DVBE trucking brokers who do not have a "certified roster";

(3) One hundred percent of the amount to be paid to DVBE trucking brokers who have:

a. signed agreements that all trucking will be performed by DVBE truckers if credit is toward the DVBE goal;

b. a "certified roster" showing that all trucks are owned by DVBEs; and

c. a signed statement on the "certified roster" that indicates that 100 percent of revenue paid by the broker will be paid to the DVBEs listed on the "certified roster".

(4) Twenty percent of the amount to be paid to trucking brokers who are not a DVBE but who have:

a. signed agreements with DVBE truckers assuring that at least 20 percent of the trucking will be performed by DVBE truckers if credit is toward the DVBE goal;

b. a "certified roster" showing that at least 20 percent of the number of trucks are owned by DVBE truckers; and

c. A signed statement on the "certified roster" that indicates that at least 20 percent of the revenue paid by the broker will be paid to the DVBEs listed on the "certified roster".

The "certified roster" referred to herein shall conform to the requirements in Section 3-1.01A, "DVBE Information," elsewhere in these special provisions;

(h) DVBEs and DVBE joint venture partners must be certified DVBEs as determined by the Department of General Services, Office of Small Business Certification and Resources, 1531 "I" Street, Second Floor, Sacramento, CA 95814, on the date bids for the project are opened before credit may be allowed toward the DVBE goal.

It is the Contractor's responsibility to verify that DVBEs are certified;

(i) Noncompliance by the Contractor with these requirements constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

2-1.04 DVBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disabled Veteran Business Enterprise (DVBE) participation for this project:

Disabled Veteran Business Enterprise (DVBE), 3 percent.

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DVBE subcontractors and suppliers, so as to assure meeting the goal for DVBE participation.

The Office of Small Business Certification and Resources, Department of General Services, may be contacted at (916) 322-5060 or visit their internet web site at www.dgs.ca.gov/osmb for program information and certification status. The Department's Business Enterprise Program may also be contacted at (916) 227-9599 or the internet web site at <http://www.dot.ca.gov/hq/bep/>.

CALTRANS OFFICE OF PROCUREMENT AND CONTRACTS, PUBLICATIONS UNIT

Call (916) 445-3520 to order a hard copy of the Directory of Certified DVBE firms. Have your credit card available to provide payment information.

The Internet address is: <http://www.dot.ca.gov/hq/purchase/publicat.htm>. You can obtain an order form to purchase the Directory of Certified DVBE Firms by downloading the form from the Internet, completing it, and mailing or faxing it to: Department of Transportation Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

You can fax an order form to (916) 324-8997.

DEPARTMENT OF GENERAL SERVICES - OFFICE OF SMALL BUSINESS CERTIFICATION AND RESOURCES

Call (916) 323-5478 to obtain information on certified Disabled Veteran Business Enterprises (DVBE).

2-1.05 CALIFORNIA COMPANY PREFERENCE

Attention is directed to "Award and Execution of Contract" of these special provisions.

In accordance with the requirements of Section 6107 of the Public Contract Code, a "California company" will be granted a reciprocal preference for bid comparison purposes as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.

A "California company" means a sole proprietorship, partnership, joint venture, corporation, or other business entity that was a licensed California contractor on the date when bids for the public contract were opened and meets one of the following:

- (1) Has its principal place of business in California.
- (2) Has its principal place of business in a state in which there is no local contractor preference on construction contracts.

(3) Has its principal place of business in a state in which there is a local contractor construction preference and the contractor has paid not less than \$5000 in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.

To carry out the "California Company" reciprocal preference requirements of Section 6107 of the Public Contract Code, all bidders shall fill out and sign the California Company Preference form in the Proposal. The bidder's signature on the California Company Preference form certifies, under penalty of perjury, that the bidder is or is not a "California company" and if not, the amount of the preference applied by the state of the nonresident company.

A nonresident Contractor shall disclose any and all bid preferences provided to the nonresident Contractor by the state or country in which the nonresident Contractor has its principal place of business.

Proposals without the California Company Preference form filled out and signed may be rejected.

2-1.06 PROPOSAL GUARANTY.

Section 2-1.07 "Proposal Guaranty" of the Standard Specifications is amended to read:

All bids shall be presented under sealed cover and if the bid amount is more than \$5,000 the bid shall be accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the Director of Transportation.

The security shall be in an amount equal to at least 10 percent of the amount bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it. The bidder's bond shall conform to the bond form included in the bid proposal.

2-1.07 LIABILITY INSURANCE PROVISIONS.

Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a combined single limit (CSL) of not less than \$1,000,000 per occurrence.

The certificate of insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
2. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
3. That the State will not be responsible for any premiums or assessments on the policy.

Contractor agrees that the bodily injury liability and property damage insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for

herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the State and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

2-1.08 SMALL BUSINESS PREFERENCE.

Attention is directed to "Submission of DVBE Information and Award of Contract" of these special provisions.

Attention is also directed to the Small Business Procurement and Contract Act, Government Code Section 14835, et seq. and Title 2, California Code of Regulations, Section 1896, et seq.

Bidders who wish to be classified as a Small Business under the provisions of those laws and regulations, shall be certified as Small Business by the Department of General Services, Office of Small Business Certification and Resources, 1531 "I" Street, Second Floor, Sacramento, CA 95814.

To request Small Business Preference, bidders shall fill out and sign the Request for Small Business Preference form in the Proposal and shall attach a copy of their Office of Small Business Certification and Resources(OSBCR)small business certification letter to the form. The bidder's signature on the Request for Small Business Preference certifies, under penalty of perjury, that the bidder is certified as Small Business at the time of bid opening and further certifies, under penalty of perjury, that under the following conditions, at least 50 percent of the subcontractors to be utilized on the project are either certified Small Business or have applied for Small Business certification by bid opening date and are subsequently granted Small Business certification.

The conditions requiring the aforementioned 50 percent level of subcontracting by Small Business subcontractors apply if:

1. The lowest responsible bid for the project exceeds \$100 000; and
2. The project work to be performed requires a Class A or a Class B contractor's license; and
3. Two or more subcontractors will be used.

If the above conditions apply and Small Business Preference is granted in the award of the contract, the 50 percent Small Business subcontractor utilization level shall be maintained throughout the life of the contract.

SECTION 3. SUBMISSION OF DVBE INFORMATION AND AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning submittal of DVBE information and award and execution of contract.

The required DVBE information shall be submitted on the "CALTRANS BIDDER - DVBE INFORMATION" form included in the Proposal. DVBE information and certification shall be

submitted with the bid. Failure to submit the required DVBE information by the bid opening date will be grounds for finding the bid or proposal nonresponsive. In addition, a copy of the DVBE certifications by the Office of Small Business Certification and Resources shall be submitted for each DVBE listed on the "CALTRANS BIDDER - DVBE INFORMATION" form.

It is the bidder's responsibility to meet the goal for DVBE participation or to provide information to establish that, prior to bidding, the bidder made a good faith effort to do so.

3-1.01A DVBE INFORMATION.

The bidder's DVBE information shall establish that the DVBE goal will be met or that a good faith effort to meet the goal has been made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DVBE goal, their submittal should also include their good faith efforts information along with their DVBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The information to show that the DVBE goal will be met shall include the names of DVBEs and DVBE joint venture partners to be used, with a complete description of work or supplies to be provided by each and the dollar value of each DVBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DVBE, a description of the exact portion of that work to be performed or furnished by that DVBE shall be included in the DVBE information, including the planned location of that work. (Note: DVBE subcontractors to whom the bidder proposes to directly subcontract portions of the work are to be named in the bid. See Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of these special provisions, regarding listing of proposed subcontractors).

If credit for trucking by a DVBE trucking broker is shown on the bidder's information as 100 percent of the revenue to be paid by the broker is to be paid to DVBE truckers, a "certified roster" of the broker's trucks to be used must be included. The "certified roster" must indicate that all the trucks are owned by certified DVBEs and must show the DVBE truck numbers, owner's name, Public Utilities Commission Cal-T numbers, and the DVBE certification numbers. The roster must indicate that all revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

If credit for trucking by a trucking broker who is not a DVBE is shown in the bidder's information, a "certified roster" of the broker's trucks to be used must be included. The "certified roster" must indicate that at least 20 percent of the broker's trucks are owned by certified DVBEs and must show the DVBE truck numbers, owner's name, Public Utilities Commission Cal-T numbers, and the DVBE certification number. The roster must indicate that at least 20 percent of the revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

A bidder shall be deemed to have made good faith efforts upon submittal, within time limits specified by the Department, of documentary evidence that all of the following actions were taken:

- (1) Contact was made with the Office of Small Business Certification and Resources (SBCR), Department of General Services or their web site at www.dgs.ca.gov/osmb to identify Disabled Veteran Business Enterprises.

- (2) Advertising was published in trade media and media focusing on Disabled Veteran Business Enterprises, unless time limits imposed by the Department do not permit that advertising.

(3) Invitations to bid were submitted to potential Disabled Veteran Business Enterprise contractors.

(4) Available Disabled Veteran Business Enterprises were considered.

3-1.02 BLANK.

3-1.03 CONTRACT BONDS.

In the event the total amount of the contract is more than \$5,000, the successful bidder shall furnish the 2 bonds specified in section 3-1.02, "Contract Bonds," of the Standard Specifications.

3-1.04 AWARD OF CONTRACT.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DVBE participation or has demonstrated, to the satisfaction of the Department, good faith effort to do so. Meeting the goal for DVBE participation or demonstrating, to the satisfaction of the Department, good faith efforts to do so is a condition for being eligible for award of contract.

A "Vendor Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, vendor shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Vendor Data Record" form to the Department as provided herein will result in the retention of 20 percent of payments due the contractor and penalties of up to \$20 000. This retention of payments for failure to complete the "Vendor Data Record" form is in addition to any other retention of payments due the Contractor.

Attention is also directed to "Small Business Preference" of these special provisions. Any bidder who is certified as a Small Business by the Department of General Services, Office of Small Business Certification and Resources will be allowed a preference in the award of this contract, if it be awarded, under the following conditions:

(1) The apparent low bidder is not certified as a Small Business, or has not filled out and signed the Request for Small Business Preference included with the bid documents and attached a copy of their Office of Small Business Certification and Resources (OSBCR) small business certification letter to the form; and

(2) The bidder filled out and signed the Request for Small Business Preference form included with the bid documents and attached a copy of their Office of Small Business Certification and Resources (OSBCR) small business certification letter to the form.

The small business preference will be a reduction in the bid submitted by the small business contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50 000. If this reduction results in the small business contractor becoming the low bidder, then the contract will be awarded to the small business contractor

on the basis of the actual bid of the small business contractor notwithstanding the reduced bid price used for bid comparison purposes.

Attention is also directed to "California Company Preference" of these special provisions.

The amount of the California company reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the "California company" is eligible for a California Small Business Preference, in which case the preference applied shall be the greater of the two, but not both.

If the bidder submitting the lowest responsive bid is not a "California company" and with the benefit of the reciprocal preference, a "California company's" responsive bid is equal to or less than the original lowest responsive bid, the "California company" will be awarded the contract at its submitted bid price except as provided below.

Small business bidders shall have precedence over nonsmall business bidders in that the application of the "California company" preference for which nonsmall business bidders may be eligible shall not result in the denial of the award to a small business bidder.

3-1.05 FAILURE TO EXECUTE CONTRACT.

Section 3-1.04, "Failure to Execute Contract," of the Standard Specifications shall not apply to contracts, where the bid amount is \$5,000 or less.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 GENERAL.

Attention is directed to Section 8-1.03, "Beginning of Work, Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

4-1.01A BEGINNING OF WORK.--The Contractor shall begin work within 15 calendar days after the contract has been approved by the District Contract Officer authorized to represent the Department of Transportation. Said work shall be diligently prosecuted to completion before the expiration of

45 WORKING DAYS

beginning on the fifteenth calendar day after approval of the contract.

4-1.01B TIME OF COMPLETION AND LIQUIDATED DAMAGES.--The Contractor shall pay the State of California the sum of \$ 250.00 per day, for each and every calendar day of delay in completion of work in excess of the number of working days stipulated above. In addition to any penalties prescribed herein, should the Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous

working days after work has begun, the State may provide five (5) days written notice, posted at the job site or mailed to the Contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work.

In addition, the Contractor shall be liable to the State for the difference between the Contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.

SECTION 5. MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION.

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

(NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM GOV. CODE, SECTION 12990)

Attention is directed to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all-nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 LABOR CODE REQUIREMENTS.

Section 7-1.01A(1), "Hours of Labor," of the Standard Specifications is amended to read:

7-1.01A(1) Hours of Labor.— Eight hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, \$25 for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

7-1.01A(2) Prevailing Wage.--The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf the contract is made or awarded a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on

consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
4. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Department. These moneys shall be retained by the Department pending the final decision of an enforcement action.

Pursuant to the provisions of Section 1773 of the Labor Code, the Department has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare,

pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated. For work situated in District 9, the wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for District 6, located at Fresno. General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.

The State will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the State on the contract.

7-1.01A(2)(a)Travel and Subsistence Payments.--Attention is directed to the requirement of Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in accordance with the requirements in Labor Code Section 1773.8.

The first and second paragraphs of Section 7-1.01A(3), "Payroll Records," of the Standard Specifications are amended to read:

7-101A(3) PAYROLL RECORDS.-- Attention is directed to the provisions of Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

"1776.(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

"(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

"(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

"(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

"(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

"(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

"(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

The thirteenth paragraph of Section 7-1.01A(3), "Payroll Records of the Standard Specifications is amended to read:

If by the time the Engineer receives a bill for work performed under the contract, the contractor has not submitted satisfactory certified payroll records for the work performed, the Department will withhold all payments due and owing the contractor pending receipt of such records. Payroll records are not to be submitted if prevailing wages are not required as outlined in these special provisions.

5-1.03 WORKERS COMPENSATION.

Section 7-1.01A(6) "Workers' Compensation" of the Standard Specifications is amended to read:

By my signature on this contract, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

5-1.04 PREVAILING WAGE.

The last sentence of the second paragraph of Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications is amended to read:

The general prevailing wage rates determined by the Director of Industrial Relations for the county or counties in which the work is to be done are available at: department of Transportation, labor Compliance Office, Northern Region, Attn: Bill Sanders, 703 B St., P.O. Box 911, Marysville, CA 95901. The wage rates are not included in the Proposal or Contract for the project. Changes, if any, in the general prevailing wage rates will be available at the same location.

5-1.05 PREVAILING WAGES NOT REQUIRED.

Payment of prevailing wages is not required if the contract is for:

- (a) \$25,000 or less for public works construction project.
- (b) \$15,000 or less for the alteration, demolition, repair or maintenance of public works project.

5-1.06 PAYROLL RECORDS.

Paragraph 13 in Section 7-1.01A(3), "Payroll Records," of the Standard Specifications is amended to read:

If by the time the Engineer receives a bill for work performed under the contract, the Contractor has not submitted satisfactory certified payroll records for the work performed, the Department will withhold all payments due and owing the contractor pending receipt of such records. Payroll records are not to be submitted if prevailing wages are not required as outlined in section 5-1.04 of these special provisions.

5-1.07 RECORDS RETENTION CLAUSE.

For the purpose of determining compliance with Public Contract Code Section 10115, et.seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et.seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period for three years from the date of final payment under the contract. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

5-1.08 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- (1) Excavations.—Any excavation, the near edge of which is 3.6 m or less from the edge of the lane, except:
 - (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - (b) Excavations less than 0.3-m deep.
 - (c) Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - (e) Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - (f) Excavations protected by existing barrier or railing.
- (2) Temporarily Unprotected Permanent Obstacles.—Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- (3) Storage Areas.—Whenever material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the specifications.

The approach end of temporary railing (Type K), installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications shall

be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)" of the Standard Specifications, except temporary railing (Type K) fabricated prior to January 1, 1993, with one longitudinal No. 15 reinforcing steel bar near the top in lieu of the 2 longitudinal No. 15 reinforcing steel bars near the top, as shown on the plans, may be used.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" elsewhere in these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

Approach speed of public traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.08A TEMPORARY CRASH CUSHION MODULE.

This work shall consist of furnishing, installing and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, specified in the special provisions or directed by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in accordance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety," "Order of Work," "Maintaining Traffic," and "Temporary Railing," of these special provisions.

GENERAL.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including time when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either of the following types or equal:

Energite Inertial ModulesManufacturer

Energy Absorption Systems Inc.
One East Wacker Drive
Chicago, IL 60601-2076
Telephone (312) 467-6750

Distributor (Northern)

Traffic Control Service, Inc.
8585 Thys Court
Sacramento, CA 92828
Telephone (800) 884-8274 FAX (916) 387-9734

Distributor (Southern)

Traffic Control Service, Inc.
1881 Betmor Lane
Anaheim, CA 92805
Telephone (800) 222-8274

Fitch Inertial Modules:National Distributor

Roadway Safety Service, Inc.
700-3 Union Parkway
Ronkonkoma, NY 11779

Distributor

Singletree Sales company
1533 Berger Drive
San Jose, CA 95112

Telephone (800) 822-7735

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified above may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in accordance with the manufacturer's directions, and to the sand capacity in pounds for each module as shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water, as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at his expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at his expense.

INSTALLATION.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type P or Type R marker panel, as shown on the plans, shall be attached to the front of the leading module of each temporary crash cushion. The marker panel shall be firmly fastened to the module with commercial quality hardware or by other methods approved by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules placed in accordance with the provisions in "Public Safety" elsewhere in these special provisions will not be measured nor paid for.

5-1.09 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.10 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to

be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8.1.09, "Right of Way Delays," of the Standard Specifications.

5-1.11 RELIEF FROM MAINTENANCE AND RESPONSIBILITY.

The following paragraph shall be added to Section 7-1.15 of the Standard Specifications:

The Engineer will only consider "Relief from Maintenance" requests on Minor Contracts when the Engineer has suspended the work pursuant to Section 8-1.05 "Temporary Suspension of Work."

5-1.12 DVBE RECORDS.

The Contractor shall maintain records of all subcontracts entered into with certified DVBE subcontractors and records of materials purchased from certified DVBE suppliers. The records shall show the name and business address of each DVBE subcontractor or vendor and the total dollar amount actually paid each DVBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer.

5-1.13 PERFORMANCE OF DVBE SUBCONTRACTORS AND SUPPLIERS.

The DVBEs listed by the Contractor in response to the requirements in Section 3, "Submission of DVBE Information and Award and Execution of Contract," in these special provisions, which are determined by the Department to be certified DVBEs, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- (1) The listed DVBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- (2) The listed DVBE becomes bankrupt or insolvent.
- (3) The listed DVBE fails or refuses to perform his subcontract or furnish the listed materials.
- (4) The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DVBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- (5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in

substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.

(6) The listed DVBE subcontractor is not licensed pursuant to the Contractor's License Law.

(7) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DVBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.14 SUBCONTRACTING.

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," and Section 3, "Submission of DVBE Information and Award and Execution of Contract," elsewhere in these special provisions and these special provisions.

The DVBE information furnished under Section 3-1.01A, "DVBE Information," of these special provisions is in addition to the subcontractor information required to be furnished under said Section 8-1.01, "Subcontracting," and Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications.

Section 10115 of the Public Contract Code requires the Department to implement provisions to establish a goal for Disabled Veteran Business Enterprise (DVBE) participation in highway contracts that are state funded. As a part of this requirement:

1. No substitution of a DVBE subcontractor shall be made at any time without the written consent of the Department, and
2. If a DVBE subcontractor is unable to perform successfully and is to be replaced, the Contractor will be required to make good faith efforts to replace the original DVBE subcontractor with another DVBE subcontractor.

The requirement in Section 2-1.02, "Disabled Veteran Business does not apply to DVBE substitutions after award of the contract.

5-1.15 LAWS TO BE OBSERVED.

The contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California, and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree,

whether by the contractor, a subcontractor or any employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall immediately report the same to the contract manager in writing.

5-1.16 SPECIFIC STATUTORY REFERENCE.

Any reference to certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

5-1.17 EQUIPMENT INDEMNIFICATION.

The Contractor shall indemnify the State against all loss and damage to the Contractor's property or equipment during its use under this contract and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility, which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or the Contractor's employees under this contract.

5-1.178 INCLUSIVE COSTS.

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

5-1.19 NON-SOLICITATION.

The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

5-1.20 INTERFACING WITH PEDESTRIAN AND VEHICULAR TRAFFIC.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The contractor shall take all necessary precautions for safe operations of the contractor's equipment and the protection of the public from injury and damage from such operations.

5-1.21 NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

In accordance with Public Contract Code Section 10296, a contractor who is not a public entity, by signing this contract, hereby swears under penalty of perjury that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

5-1.22 TERMINATION OF CONTROL.

Section 8-1.08 "Termination of Control" of the Standard Specifications is amended to read:

If the Engineer deems that the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified by the contract, the Engineer may:

- (a) After written notice of at least five (5) days to the Contractor, specifying the defaults to be remedied, provide any such labor or materials and deduct the cost from any money due or to become due to the Contractor under the contract, or
- (b) If he considers that the failure is sufficient ground for such action give written notice of at least five (5) days to the Contractor and the Contractor's sureties, that if the defaults are not remedied the Contractor's control over the work will be terminated.

If the defaults are not remedied within the time specified in the notice, the Contractor's control shall terminate as of the expiration of that time.

Upon such termination, the Engineer may take possession of and use all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the contract. Thereupon, he may permit the surety to complete or cause the contract work to be completed, or he may direct that all or any part of the work be completed by day's labor or by employment of other contractors.

Contracts will be awarded to such other contractors only after a proposal form has been prepared, a copy is served upon the contractor whose control has been terminated, and upon his surety, and 3 days allowed thereafter so that he may cause others to bid.

If the control of the Contractor is terminated or he abandons the work, and the work is performed by day's labor or by another contract as provided above, he is not entitled to receive any portion of the amount to be paid under the contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the State in finishing the work, plus all damages sustained or to be sustained by the State, the excess not otherwise required by law to be retained shall be paid to the Contractor, but if such sum exceeds the unpaid balance, the Contractor and his surety are liable to the State for the excess. If the surety completes the contract work, as provided above, such surety shall be subrogated to money due under the contract, and to money which shall become due in the course of completion by the surety, to the extent provided by law.

On the completion of the contract, the original Contractor is entitled to the return of all his unused materials, and his equipment, tools and appliances, except that he shall have no claim on account of usual and ordinary depreciation, loss, and wear and tear.

5-1.23 PARTIAL PAYMENT.

Section 9-1.06 "Partial Payments" of the Standard Specifications is amended to read:

If the number of working days for this contract is more than 20, partial payment may be made to the Contractor from time to time during the progress of the work on the basis of the Engineer's written estimate.

The estimate will include the total amount of work done to the time of such estimate and the value thereof. The value of work done will not include the value of materials furnished but not incorporated in the work.

The Department will retain 10 percent of such estimated value of the work done as part security for the fulfillment of the contract by the Contractor.

The Department will pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment will be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when the total value of the work done since the last estimate amounts to less than five thousand dollars (\$5,000).

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

5-1.24 FINAL PAYMENT AND CLAIMS.

Payment will be made for and include full compensation for furnishing all labor, tools, equipment, materials, travel time and incidentals necessary to complete the work as specified in these special provisions and as directed by the Resident Engineer.

Payment will be made to the Contractor, in arrears, upon receipt of fully itemized invoices, submitted in triplicate, and only for the cost of the actual service rendered.

Invoices shall reference the Department of Transportation and this contract number, and shall be submitted to the Resident Engineer's Office.

Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

9-1.07B Final Payment and Claims.

Within 30 calendar days following acceptance of the contract, the contractor shall submit to the Engineer a fully itemized invoice, in triplicate, covering the actual work performed. Any claims must be filed in writing at this time, and should accompany the invoice. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

If no claim is filed with submittal of the invoice, the Engineer will immediately process the invoice and the State will make payment of the monies due. Such payment shall be conclusive and

binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor files claims, the Engineer will immediately process the invoice and the State will make payment for the monies due on the undisputed work. Such payment shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(name)

(title)

(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day

of _____

Notary Public

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

5-1.25 FINAL BILL.

Upon completion of the work, a final bill in duplicate shall be submitted to the Resident Engineer.

5-1.26 CASH DISCOUNT.

The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the contract have been met. Discount must be a minimum of 1/2 of 1% of the amount due, but not less than \$25.00. If no discount is offered, the invoice should so state.

5-1.27 STATEMENT OF COMPLIANCE.

The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California code of Regulations, Section 8103.

5-1.28 YEAR 2000 COMPLIANCE.

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

AS-BUILT

Year 2000 compliance is defined as follows: Year 2000 compliance for automated devices in the State of California is achieved when embedded functionality has no logical or mathematical inconsistencies when dealing with dates. The Year 2000 is recognized and processed as a leap year. The product must also operate accurately in the manner in which it was intended for date operation without requiring manual intervention.

5-1.29 LICENSED CONTRACTOR STANDARD FOR QUALITY OF WORK.

Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.

Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:

1. A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
2. The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
3. Material failure to complete this contract (Bus. & Prof. Code 7113).

Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the contract plans and specifications, all at no further or additional cost to the State.

5-1.30 CHILD SUPPORT COMPLIANCE

The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.

The contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

SECTION 6. (BLANK)**SECTION 7. (BLANK)****SECTION 8. MATERIALS****SECTION 8-1. MISCELLANEOUS****8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS.**

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following requirements:

Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.

Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish all information necessary as required to the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision shall be final.

When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for any change in design or details the Contractor shall submit plans and working drawings in accordance with Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

The following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	IMPERIAL SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM

Designation: A 82

METRIC SIZE SHOWN ON THE PLANS mm²	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch² x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF:

- (1) **STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55,**
and
 (2) **HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449**

METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT US STANDARD GAGE	METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT GALVANIZED SHEET GAGE
Mm	inch	mm	inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269		
0.61	0.0239		
0.53	0.0209		
0.45	0.0179		
0.42	0.0164		
0.38	0.0149		

CONVERSION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT USA STEEL WIRE THICKNESS inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

CONVERSION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	EQUIVALENT IMPERIAL SIZE inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70 and * PP 460 x 12.70	NPS 16 x 0.500

* Applies only to Standard Plan B2-11, Alternative "W" Steel Pipe - Pile Details.

CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	EQUIVALENT NOMINAL US SIZE inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

CONVERSION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	EQUIVALENT IMPERIAL SIZE Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

8-1.02 APPROVED TRAFFIC PRODUCTS

The Department maintains a List of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the List of Approved Traffic Products.

The manufacturer of products on the List of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.0, "Certificates of Compliance," of the Standard Specifications of each type of traffic product supplied.

The following is the List of Approved Traffic Products:

PAVEMENT MARKERS, PERMANENT TYPE**REFLECTIVE**

Apex, Model 921 (100mm x 100mm)

AS-BUILT

Pavement Markers, Inc., "Hye-Lite" (100mm x 100mm)
Ray-O-Lite, Models SS (100mm x 100mm), RS (100mm x 100mm) and AA (100mm x 100mm)
Stimsonite, Models 88 (100mm x 100mm), 911 (100mm x 100mm), 953 (70mm x 114mm)
3M Series 290 (89mm x 100mm)
Ray-O-Lite, Model 2002 (58mm x 117mm)*
Stimsonite, Model 948 (58mm x 119mm)*

*Not to be used on asphalt concrete surfaces in desert regions as determined by the Engineer

REFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)

Ray-O-Lite "AA" ARS (100mm x 100mm)
Stimsonite, Models 911 (100mm x 100mm), 953 (70mm x 114mm)
3M Series 290 (89mm x 100mm)
Ray-O-Lite, Model 2002 (58mm x 117mm)*
Stimsonite, Model 948 (58mm x 119mm)*

*Not to be used on asphalt concrete surfaces in desert regions as determined by the Engineer

REFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)

(Used for recessed applications)

Stimsonite, Model 948 (58mm x 119mm)*
Ray-O-Lite, Model 2002 (58mm x 117mm)*
Stimsonite, Model 944SB (51mm x 100mm)*
Ray-O-Lite, Model 2004 ARS (51mm x 100mm)*

*For use only in 114mm wide (older) recessed slots

NON-REFLECTIVE FOR USE WITH EPOXY ADHESIVE, 100 mm Round

Apex Universal (Ceramic)
Highway Ceramics, Inc. (Ceramic)
U.S. Three ring Industry (Ceramic, white only)

NON-REFLECTIVE FOR USE WITH BITUMEN ADHESIVE ONLY, 100 mm Round

Apex Universal (Ceramic)
Apex Universal, Model 929 (ABS)
Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
Highway Ceramics, Inc. (Ceramic)
Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)

Alpine Products, D-Dot (ABS)
Pavement Markers, Inc., (Marker Supply) - Models A1107 and AY1108 (ABS)
Road Creations, Model RCB4NR (Acrylic)

PAVEMENT MARKERS, TEMPORARY TYPE

TEMPORARY MARKERS FOR LONG TERM DAY/NIGHT USE (6 months or less)

Apex Universal, Model 924 (100mm x 100mm)
Davidson Plastics, Model 3.0 (100mm x 100mm)
Elgin Molded Plastics, "Empco-Lite" Model 901 (100mm Round)
Road Creations, Model R41C (100mm x 100mm)
Vega Molded Products "Temporary Road Marker" (75mm x 100mm)

TEMPORARY MARKERS FOR SHORT TERM DAY/NIGHT USE (14 days or less)

Apex Universal, Model 932
Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIALS

PERMANENT TRAFFIC STRIPING AND PAVEMENT MARKING TAPE

Advanced Traffic Marking, Series 300 and 400
Brite-Line, Series 1000
Swarco Industries, "Director 35" (For transverse application only)
Swarco Industries, "Director 60"
3M, "Stamark" Series 380 and 5730
3M, "Stamark" Series A320 Bisymetric (For use on low-volume roadways only)
3M, "Stamark" Series A420, A440, N420, and N440 (For transverse application only)

TEMPORARY (REMOVABLE) STRIPING AND PAVEMENT MARKING TAPE (6 months or less)

Brite-Line, Series 100
P.B. Laminations, Aztec, Grade 102
Swarco Industries, "Director-2"
3M, "Stamark" Series A620
3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)
Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)

PREFORMED THERMOPLASTIC (Heated in place)

Flint Trading, "Premark" and "Permark 20/20 Flex"
Pavemark, "Hotape"

REMOVABLE TRAFFIC PAINT

Belpro, Series 250/252 and No. 93 Remover

CLASS 1 DELINEATORS

ONE-PIECE DRIVEABLE FLEXIBLE TYPE, 1700 mm

Carsonite, Curve-Flex CFRM-400
Carsonite, Roadmarker CRM-375
Davidson Plastics, "Flexi-Guide Models 400 and 566"
FlexStake, Model 654TM
GreenLine Models HWDI-66 and CGDI-66
J. Miller Industries, Model JMI-375 with soil anchor)

SPECIAL USE FLEXIBLE TYPE, 1700 mm

Carsonite, "Survivor" with 450mm U-Channel base
FlexStake, Model 604
GreenLine HWD and CGD (with 450mm U-Channel base)
Safe-Hit with 200mm pavement anchor (SH248-GP1)
Safe-Hit with 380mm soil anchor (SH248-GP2) and with 450mm soil anchor (SH248-GP3)

SURFACE MOUNT FLEXIBLE TYPE, 1200 mm

Bent Manufacturing Co., "Masterflex" Model MF-180EX-48
Carsonite, "Super Duck II"
FlexStake, Surface Mount Models 704 and 754TM

CHANNELIZERS

SURFACE MOUNT TYPE, 900 mm

Bent Manufacturing Co., "Masterflex" Models MF-360-36 (Round) and MF-180-36 (Flat)
Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
Carsonite, Super Duck II Model SDCF203601MB "The Channelizer"
Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
FlexStake, Surface Mount, Models 703 and 753TM
GreenLine, Model SMD-36

The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
Repo, Models 300 and 400
Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

Bent Manufacturing Company "T-Top"
Plastic Safety Systems "Navigator-42"
Roadmaker Company "Stacker"
Traffix Devices "Grabber"

OBJECT MARKERS

TYPE "K", 450 mm

Carsonite, Model SMD-615
FLEXsTAKE, Model 701KM
Repo, Models 300 and 400
Safe-Hit, Model SH718SMA
The Line Connection, Model DP21-4K

Type "K-4" 450-600 mm

Carsonite, Super Duck II
FlexStake, Model 701KM
Repo, Models 300 and 400
Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
The Line Connection, Model "DP21-4Q"

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

IMPACTABLE TYPE

ARTUK, "FB"
Davidson Plastics, Model PCBM-12
Duraflex Corp., "Flexx 2020" and "Electriflexx"

NON-IMPACTABLE TYPE

ARTUK, JD Series
Stimsonite, Model 967 (with 83mm Acrylic cube corner reflector)

Stimsonite, Model 967LS
Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS (For use to the left of traffic)

Duraflex Corp., "Railrider"
Davidson Plastics, "Mini" (75mm x 254mm)

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

Davidson Plastics, Model PCBM T-16
Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM
(260mm X 360mm x 570mm)

Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied to a vertical surface. Top of reflective element at 1200 mm)

Davidson Plastics, PCBM S-36

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm.)

WOOD POST TYPE, 686 mm

Carsonite, Model 427
Davidson Plastics FG 427 and FG-527
FlexStake, Model 102GR
GreenLine GRD 27
J.Miller Model JMI-375G
Safe-Hit, Model SH227GRD

STEEL POST TYPE

Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

REFLECTIVE SHEETING FOR:

CHANNELIZERS, BARRIER MARKERS AND DELINEATORS

3M, High Intensity
Reflexite, PC-1000, Metalized Polycarbonate
Reflexite, AC-1000, Acrylic
Reflexite, AP-1000, Metalized Polyester
Reflexite, AR-1000, Abrasion Resistant Coating)
Stimsonite, Series 6200 (For rigid substrate devices only)

TRAFFIC CONES, 330 mm Sleeves

Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

TRAFFIC CONES, 100 and 150 mm Sleeves

3M Series 3840
Reflexite Vinyl or "TR" (Semi-transparent)

BARRELS AND DRUMS

Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
3M Series 3810

BARRICADES, Type I: Engineer Grade

American Decal, Adcolite
Avery Dennison, 1500 and 1600
3M, Scotchlite, Series CW

BARRICADES, TYPE II: Super Engineering Grade

Avery Dennison, "Fasign" 2500 Series
Kiwalite, Type II
Nikkalite 1800 Series

SIGNS, Type II: Super Engineering Grade

Avery Dennison, "Fasign" 2500 Series
Kiwalite, Type II
Nikkalite 1800 Series

SIGNS, Type III: High Performance
3M, Series 3800
Nippon Carbide, Nikkalite Brand Ultralite Grade II

SIGNS, Type IV: High Performance

Stimsonite, Series 6200

SIGNS, Type VI: Roll-Up Signs

Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
3M Series RS34 (Orange) and RS20 (Fluorescent Orange)

SIGN SUBSTRATE FOR CONSRUCTION AREA SIGNS

ALUMINUM

FIBERGLASS REINFORCED PLASTIC (FRP)

Sequentia, "Polyplate"
Fiber-Brite

8-1.03 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

1. Two (2) Fiberglass Continuous Deflective Separation (CDS) units, Model FSW20_20, manufactured by CDS Technologies, Inc.
2. One (1) Fiberglass 457 Flume Structure
3. One (1) Fiberglass 457 H-Flume
4. One (1) Fiberglass 610 Flume Structure
5. One (1) Fiberglass 610 H-Flume

SECTION 9 – DESCRIPTION OF WORK

The work to be done consists, in general, of construction of two Continuous Deflective Separation (CDS) Storm Water Pilots along Route 210.

Such other items or details not mentioned above that are required by the plans, Standard Specifications dated July 1995, or these special provisions shall be performed, placed or constructed.

SECTION 10 – CONSTRUCTION DETAILS

10-1.01 WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications, and these special provisions.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to any remedy authorized by law, so much of the money due the Contractor under the contract that shall be considered necessary by the Department may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

1. The Department will give the Contractor 30 days notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment made after acceptance of the contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
3. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "Water Pollution Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Sections 7-1.11, "Preservation of Property," 7-1.121, "Indemnification," and 7-1.122, "Insurance," of the Standard Specifications.

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES.--As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 15 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Contractor shall allow 3 days for the Engineer to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 3 days of receipt of the Engineer's comments and shall allow 3 days for the Engineer to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The objectives of the WPCP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement and maintain water pollution control measures, hereafter referred to as control measures, to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Nonstorm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in accordance with the procedure specified in the Handbook.

The WPCP shall include, but not be limited to, the following items as described in the Handbook:

1. Project description and Contractor's certification;
2. Project information;
3. Pollution sources, control measures, and water pollution control drawings; and
4. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a

change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Engineer. The WPCP shall also be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

WPCP IMPLEMENTATION.--Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between November 1 and March 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be no more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the WPCP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used,

or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, nonstorm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE.--To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a forecast storm;
2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hour intervals during extended precipitation events; and
4. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT.--Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Those control measures which are shown on the project plans and for which there is a contract item of work will be measured and paid for as that item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the requirements of this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

10-1.02 PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be No. 15 container and the minimum size of shrub replacement shall be No. 15 container

Damaged or injured plants shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

10-1.103 REMOVE DRAINAGE FACILITIES

Existing box culverts, inlets, headwalls and endwalls, where any portion of these structures is within one meter of the grading plane in excavation areas, or within 0.3-m of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of.

Existing pipes, elbows, flared end sections, concrete aprons, and v-ditches shown on the plans to be removed, shall be completely removed and disposed of.

Full compensation for removal of the section of the existing 75 mm drain pipe and reconnecting the pipe to the concrete swale at the Orcas site, as shown on the plans, shall be considered as included in the contract unit price paid for removal of the pipe.

Full compensation for repairing the existing concrete u-channel at the Filmore Street site, as shown on the plans, shall be considered as included in the contract unit price paid for removal of the concrete apron.

10-1.04 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications.

Existing vegetation outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

10-1.05 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (Type D) work shall consist of applying erosion control materials to embankment and excavation slopes 1:4 (vertical:horizontal) or steeper, all disturbed areas, and other areas designated by the Engineer. Erosion control (Type D) shall be applied during the period starting October 1 and ending April 1; or, if the slope on which the erosion control is to be placed is finished during the winter season as specified in "Water Pollution Control" elsewhere in these special provisions the erosion control shall be applied immediately; or, if the slope on which the erosion control is to be placed is

finished outside both specified periods and the contract work will be completed before October 1, the erosion control shall be applied as a last item of work.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials and other debris shall be removed from areas to receive erosion control.

MATERIALS.—Materials shall conform to Section 20-2, "Materials," of the Standard Specifications and the following:

SEED.—Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed not required to be labeled under the California Food and Agricultural Code shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts, or a seed technologist certified by the Society of Commercial Seed Technologists.

Seed shall have been tested for purity and germination not more than one year prior to application of seed.

Results from testing seed for purity and germination shall be furnished to the Engineer prior to applying seed.

LEGUME SEED.—Legume seed shall be pellet-inoculated or industrial-inoculated.

Pellet-inoculated seed shall be inoculated in accordance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.

Inoculated seed shall have a calcium carbonate coating.

Pellet-inoculated seed shall be sown within 90 days after inoculation.

Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.

Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.

Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms pure live seed per hectare (Slope measurement)
Trifolium Willdenovii (Tomcat Clover)		3.4
Lupinus Bicolor (Miniature Lupine)		4.5

NON-LEGUME SEED.—Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms pure live seed per hectare (Slope measurement)
Vulpia Microstachys (Zorro Grass)		5.6
Hordeum Californicum (California Barley)		11.2
Hordeum Vulgare (Barley)		10.1
Eschscholzia Californica (California Poppy)		2.2
Nassella Pulchra (Purple Needlegrass)		4.5
Bromus Carinatus “Cucamonga” (Brome Grass)		2.2

Seed shall be delivered to the job site in unopened separate containers with the seed tag attached. Containers without a seed tag will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

COMPOST.—Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products, or a Class A, exceptional quality biosolids compost, as required by US EPA, 40 CFR, part 503c regulations, or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds and deleterious material and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material such as plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimal internal temperature of 57 degrees Celsius shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of five times during the composting process, and shall go through a minimum of 90 days curing period after the 15 day thermolitic process has been completed. The compost shall have a minimum maturity level of seven as measured on a Slovic test kit. Compost shall be screened through a minimum ¼ inch screen.

The moisture content of the compost shall not exceed 25%. Moisture content shall be determined by California Test 226. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal compost with a maximum moisture content of 25%.

Compost shall be prepackages by the manufacturer and delivered to the project site in unopened bags.

STRAW.—Straw shall be derived from wheat and barley. Wheat and barley straw shall not be derived from dry farmed cereal crops.

STABILIZING EMULSION .—Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

The requirement of an effective life of at least one year for stabilizing emulsion shall not apply.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive used as a soil binder.

APPLICATION.—Erosion control materials shall be applied in 3 separate applications in the following sequence:

The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms per hectare (Slope measurement)
Fiber	350.0
Non-Legume seed	35.8
Legume seed	7.9
Compost	1500.0

Straw shall be applied at the rate of 4 tonnes per hectare based on slope measurements. Incorporation of straw will not be required.

The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms per hectare (Slope measurement)
Fiber	350
Stabilizing emulsion (solids)	450
Compost	2000

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, the remaining applications shall be completed in that area on the same working day.

10-1.06 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The first paragraph of Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications is amended by adding the following sentences:

Aggregate may include or consist of material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base, glass or a combination of any of these materials. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

The fourth paragraph in Section 26-1.02A, is amended by adding the following sentence:

Untreated reclaimed asphalt concrete and portland cement concrete will not be considered to be treated with lime, cement or other chemical material for purposes of performing the Durability Index test.

10-1.07 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Concrete for all portions of the work shall comply with the requirements for minor concrete, as specified in Section 90-10, "Minor Concrete", of the Standard Specifications and these Special Provisions. Minor Concrete for all items of work shall contain not less than 325 kg of cementitious material per cubic meter.

The contract unit prices paid for all concrete structures shall include full compensation for all structure excavation and structure backfill, for furnishing all labor, materials, tools, equipment and incidentals, and for doing the work involved in constructing the concrete work, complete in place, as shown on the plans. No separate payment will be made for these included items.

10-1.08 PLASTIC PIPE

Plastic pipe shall conform to the provisions in Section 64, "Plastic Pipe," of the Standard Specifications and these special provisions.

Plastic pipe shall be ribbed profile wall polyethylene pipe or ribbed polyvinyl chloride (PVC) drain pipe, with an inside diameter of 457 mm and an outside diameter (measured along the rib) of 546 mm.

The first paragraph in Section 64-1.01, "Description," of the Standard Specifications is amended to read:

64-1.01 Description.—This work shall consist of furnishing and installing corrugated or ribbed plastic pipe for culverts, drains and conduits, with all necessary fittings and coupling systems, as shown on the plans or as determined by the Engineer in conformance with the provisions in these specifications and the special provisions.

The second paragraph in Section 64-1.01, "Description," of the Standard Specifications is amended to read:

Plastic pipe shall be either Type C, Type D or Type S corrugated polyethylene pipe, or ribbed profile wall polyethylene pipe or ribbed polyvinyl chloride (PVC) drain pipe.

The fourth paragraph in Section 64-1.01, "Description," of the Standard Specifications is amended to read:

Where designated on the plans as smooth interior wall type, plastic pipe shall be, at the Contractor's option, either Type D or Type S corrugated polyethylene pipe, or ribbed profile wall polyethylene pipe or ribbed PVC drain pipe.

The first subparagraph of the first paragraph in Section 64-1.02, "Materials" of the Standard Specifications is amended to read:

Type C, Type D and Type S corrugated polyethylene pipe shall conform to the requirements in AASHTO Designation: M 294 and MP6-95, except as otherwise specified.

The first paragraph in Section 64-1.03, "Pipe Thickness, Stiffness and Unit Mass," of the Standard Specifications is amended to read:

64-1.03 Pipe Thickness, Stiffness and Unit Mass.—Wall thickness of Type C corrugated polyethylene pipe shall be measured at the inside valley of the corrugation. Wall thickness of Type D corrugated polyethylene pipe shall be measured as the thickness of the inner liner. Wall thickness of Type S corrugated polyethylene pipe shall be the thickness of the inner liner measured between corrugation valleys. Wall thickness of ribbed profile wall polyethylene pipe shall be measured in the gap between ribs. The wall thickness of the various types of polyethylene pipe, measured as specified above, shall equal or exceed the minimum wall thickness values in Table 1. The wall thickness of ribbed profile wall PVC pipe measured in the gap between ribs shall equal or exceed the minimum wall thickness values in Table 3.

Tables 1, 2 and 3 in Section 64-1.03, "Pipe Thickness, Stiffness and Unit Mass," are amended to read:

TABLE 1
HDPE Pipe

Nominal Diameter (millimeters)	Minimum Wall Thickness (millimeters)	Minimum Pipe Stiffness (kPa)
300	0.89	345
375	0.89	290
450	1.27	275
525	1.27	260
600	1.27	235
675	1.27	215
750	1.27	195
825	1.27	170
900	1.27	150
1050	1.80	140
1200	1.80	125

TABLE 2
HDPE Pipe

Nominal Diameter (millimeters)	Minimum Unit Mass			
	Type C Corrugated (Kilograms per meter)	Type D Corrugated (Kilograms per meter)	Type S Corrugated (Kilograms per meter)	Ribbed (Kilograms per meter)
300	4.2	na	4.0	na
375	6.0	na	6.0	na
450	8.6	na	8.9	14.3
525	na	na	na	19.6
600	14.3	na	15.2	26.2
675	na	na	na	na
750	na	na	22.3	na
825	na	na	na	na
900	na	na	26.9	na
1050	na	33.0	33.0	na
1200	na	47.5	40.1	na

Note: "na" in the above table indicates that the pipe size of that type of pipe either is not available from manufacturers or has not been approved for use.

TABLE 3
Ribbed PVC Pipe

Nominal Diameter (millimeters)	Minimum Wall Thickness (millimeters)	Minimum Pipe Stiffness (kPa)	Minimum Pipe Unit Mass (kilograms per meter)
450	2.41	220	11.9
525	2.67	190	16.4
600	2.92	165	19.3
675	3.18	150	25.3
750	3.43	130	29.8
900	3.94	110	40.2
1050	4.32	95	56.6
1200	4.83	80	77.4

Section 64-1.04, "Joints," of the Standard Specifications is amended to read:

64-1.0 Joints.—Plastic pipe culvert joints shall conform to either standard or positive joint requirements in Section 61-1.02, "Performance Requirements for Culvert and Drainage Pipe Joints," except that where sleeve joint connections are utilized, the sleeve minimum width shall be 195 mm, and at least two corrugations from each pipe to be joined are engaged by the sleeve.

Where watertight joints are not specified, Type S corrugated polyethylene pipe shall incorporate, on each side of the joint, a closed-cell expanded rubber gasket meeting the requirements of ASTM Designation: D 1056, Grade 2A2. Type D corrugated polyethylene pipe shall incorporate a rubber gasket in a groove on the spigot end of the pipe. The gasket for Type D polyethylene pipe shall meet

the requirements of ASTM Designation: F 477 or D 1056, Grade 2A2. The gaskets described in this paragraph shall be installed by the pipe manufacturer. Pipe shall be stored in a manner that protects the gaskets from weather. Cracks or splits occurring on gaskets will be cause for rejection.

Corrugated polyethylene pipe joints manufactured to conform to the integral joint provisions in Section 61-1.02, "Performance Requirements for Culvert and Drainage Pipe Joints," shall be laid to line and grade with the sections jointed closely. Corrugated polyethylene pipe to be joined by sleeve joints shall be laid to line and grade with the separate sections not more than 40 mm apart and then joined together firmly with at least 2 corrugations from each pipe section engaged in the coupler.

Joints for pipe designated on the plans as watertight, shall be watertight under pressure and all conditions of expansion, contraction, and settlement, and shall conform to the provisions for water tightness in Section 61-1.02, "Performance Requirements for Culvert and Drainage Pipe Joints."

10-1.09 CORRUGATED METAL PIPE

Corrugated metal culverts shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

Corrugated steel pipe shall be fabricated from zinc-coated steel sheet.

The first paragraph in Section 66-1.03, "Protective Coatings, Linings and Pavings," of the Standard Specifications is amended to read:

66-1.03 Protective Coatings, Linings and Pavings.—When required by the special provisions or designated in the Engineer's Estimate, pipes shall be protected with bituminous coating, bituminous lining or have the invert paved with bituminous material or coated with polymerized asphalt. Moisture, dirt, oil, unbonded or incompatible paint, grease, alkalis or other foreign matter shall be removed from the surface to be coated before the coating material is applied.

Section 66-1.03, "Protective Coatings, Linings and Pavings," of the Standard Specifications is amended by adding the following paragraphs after the eighth paragraph:

Polymerized asphalt invert coating shall be applied in conformance with the requirements in ASTM Designation: A 849 for "Invert Paved Type with Polymer Material (Class P)," except that polymerized asphalt coatings shall be applied by immersion to a minimum thickness of 1.3 mm above the crests and troughs of the corrugations of the interior and exterior invert including pipe ends. Polymerized asphalt material shall conform to the "Requirements for Polymer Coating" contained in ASTM Designation: A 742/A 742M, and the following:

Polymerized asphalt shall be hot-applied thermoplastic material containing a minimum of 7.0 percent styrene-butadiene-styrene block copolymer.

There shall be not more than 6.4 mm undercutting or delamination from the scribe when a minimum 300 mm by 300 mm coupon cut from the coated pipe is exposed for 1000 hours in accordance with the requirements in ASTM Designation: B 117. Cut edges shall be sealed by dipping in a sample of the polymerized asphalt coating heated to the manufacturer's recommended application temperature. There shall be no corrosion or delamination from the sealed edges following exposure as specified.

The last paragraph in Section 66-1.03, "Protective Coatings, Linings and Pavings," of the Standard Specifications is amended to read:

Damaged protective coatings, linings and invert paving shall be repaired by the Contractor at the Contractor's expense. Bituminous material conforming to the requirements in AASHTO Designation: M 190 or other materials approved by the Engineer shall be used to repair damaged bituminous coatings; asphalt mastic material conforming to the requirements in AASHTO Designation: M 243 shall be used to repair damaged asphalt mastic coatings; and tar base material conforming to the provisions of AASHTO Designation: M 243 shall be used to repair damaged polymeric coatings. The repair of damaged polymerized asphalt coatings shall conform to the requirements in ASTM Designation: A 762, Section 11, "Repair of Damaged Coatings."

Section 66-3.06, "Damaged Aluminum Coatings," of the Standard Specifications is amended to read:

66-3.06 Damaged Aluminum Coatings.—In lieu of the requirements in AASHTO Designation: M 36/M 36M, damaged aluminum coatings shall be repaired as provided for damaged galvanizing in Section 75-1.05, "Galvanizing," or Section 66-3.05, "Damaged Galvanizing."

10-1.10 MISCELLANEOUS FACILITIES

Continuous Deflective Separation units, FRP Flume Structures, pipe couplings, and litter bags shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications and these special provisions.

10-1.101 CDS Unit

The Contractor shall install a fiberglass continuous deflective separation (CDS) unit in accordance with the notes and details shown on the Plans and in conformance with these special provisions. The fiberglass CDS unit will be State Furnished, and is a Model FSW20_20 manufactured by CDS Technologies, Inc., 16360 South Monterey Road, Suite 250, Morgan Hill, CA 95037. CDS Technologies may be reached by telephone at (888) 535-7559.

Separator Characteristics

The CDS unit shall employ a perforated screen, be non-mechanical, self cleaning and non blocking for all flows diverted to it, up to its design flow.

The Model FSW20_20 CDS unit shall be capable of processing a design flow of 1.1 cubic feet per second (cfs). The CDS unit shall be equipped with a stainless steel expanded metal screen having a screen opening of 1200 microns, parallel to the flow.

The Model FSW20_20 CDS unit shall be furnished with a sump that has a minimum volume of 0.5 cubic yards for storage of sediments, organic solids, and other settleable trash and debris. However, the actual storage capacity of the sump cavity will be restricted to that provided by the sump basket that is sized in accordance with the details shown on the Plans.

Design Materials for Separator Manufacture

CDS units manufactured from fiberglass shall be per national Bureau of Standards PS-15. CDS units shall be laid up of 3 ounce (oz) chop mat, 24 oz bi-directional woven fabric per MIL-C-19663 and general purpose polyester resin per MIL-M-43248.

The 5/16 inch laminated lay up schedule for fiberglass unit shall be achieved by these minimum manufacturing procedures: clean, wax and mask separation unit mold, apply one skin over mold with 3 oz chop mat, cure skin for 1.5 hours, apply second and third layers composed of 3 oz chop mat plus 24 oz woven fabric each, cure 24 hours before demolding.

The separation screen shall be fabricated from stainless steel conforming to ASTM Designation A316L. Support structure shall be fabricated from stainless steel conforming to ASTM designation A304. Fasteners used to install the support structure and screen shall be stainless steel.

The access cover for the unit shall be manufactured from fiberglass and conform to the same specifications as the CDS unit.

The inlet and outlet plastic pipe sections shall be ribbed profile wall polyethylene pipe or ribbed polyvinyl chloride (PVC) drain pipe, with an inside diameter of 457 mm and an outside diameter (measured along the rib) of 546 mm.

Installation Specifications

The FSW20_20 unit shall be delivered to the project site with the screen installed. The fiberglass unit shall arrive to the project site with the sump, separation chamber, inlet/outlet riser sections, and inlet/outlet plastic pipe sections pre-assembled. The Contractor shall provide equipment at the site that has adequate capacity to unload the fiberglass unit components. The Contractor shall supply appropriate nylon lifting straps or other harness assemblies to lift the fiberglass units without damage.

Installation of Pre-assembled CDS Unit

The Contractor shall excavate in conformance with the requirements of the Standard Specifications, providing for dewatering if necessary, and excavation shoring and/or stabilization as required to ensure a safe work environment. Subgrade shall be established as shown on the Plans. The subgrade shall be over excavated to a depth of 150 mm and backfilled with clean sand, compacted to 90% relative compaction when tested in accordance with ASTM Designation A1557. The sand shall conform to Section 19-3.025B, "Sand Bedding" of the Standard Specifications.

The fiberglass CDS unit shall be set on the compacted base, plumbed and aligned to ensure that the balance of the unit will be properly aligned and situated for weir box installation and storm drain connections. Once set, the sump shall be filled with potable water prior to backfilling. Clean sand shall be used as backfill material around the sump and shall be placed and compacted in accordance with these special provisions, achieving a minimum compaction of 90% when tested by ASTM Designation A1557. The sand shall conform to Section 19-3.025B, "Sand Bedding" of the Standard Specifications.

Weir box Installation

Connection bolts and sealing gaskets shall be furnished to the Contractor. The Contractor may bolt the pre-assembled CDS[®] unit and fiberglass diversion weir box together as shown on the Plans before installing them both or the Contractor may install these components in the established excavation separately and bolt them together in the hole. Once the CDS[®] unit and diversion weir box are installed, they shall be backfilled and the backfill compacted according to these specifications

10-1.102 FRP Flume Structures

The State will furnish to the Contractor a 457 Fiberglass Reinforced Polyester (FRP) Flume Structure, and 610 FRP Flume Structure, a 457 FRP H-flume, and a 610 FRP H-flume. The Contractor shall install the structures as shown on the Plans and in conformance with these special provisions. The furnished flume structures will include the stiffeners and the L brackets shown on the plans.

The structures are to be fabricated using the “single piece contact molded” fabrication method. Basic wall thickness is to be a nominal 6 mm (1/4”) thick fiberglass laminate with a nominal 20 mil gel coat surface. Glass content is to be no less than 30% of the laminate weight excluding gel coat.

The structures will be fabricated with integral wall and a core composite floor. The wall stiffeners will be fabricated using a composite core of four pound density foam core and 1/4” thick fiberglass laminate. The laminate will be the same resin and glass mat as is used in the fabrication of the structure.

The structures will be fabricated with an integral 50 mm (2 in) wide by 9.5 mm (3/8”) thick fiberglass flange at the top and side. The bottom flange will be 32 mm (1 1/4”) wide by 9.5 mm (3/8”) thick. The flange section will be pre-drilled. The maximum depth of the total floor laminate and the bottom flange will not exceed 32 mm (1 1/4”).

The structures will be fabricated with 75 mm by 75 mm by 12.5 mm thick fiberglass L Brackets, where shown on the Plans, for attachment of the structures to the unistrut frame.

All interior surfaces are to be smooth and free of surface defects. Fiberglass laminate shall include a high grade polyester resin and multiple layers of 1.5 ounce chopped strand glass mat or in spray chop applications.

The upstream wall of the structure which is attached to the plastic pipe shall be constructed as a solid piece.

Installation Specifications

The Contractor shall cut the hole for the plastic pipe on-site at the time of installation. The gap between the outside of the plastic pipe and the hole shall be sealed with Sika 1A single component urethane sealant.

The fiberglass 457 H-flume and a fiberglass 610 H-flume provided to the contractor shall be attached to the flume structures on-site by the Contractor. The Contractor shall be responsible for

installing the L-brackets on the H-flumes and drilling the flange holes in the H-flumes as shown on the plans. The H-flumes shall be bolted to the structures using a 6 mm (1/4") thick closed cell neoprene rubber gasket, Sika 1A single component urethane sealant, and 304 grade stainless steel hardware.

Once the H-flumes have been attached to the flume structures, the complete assembly shall be attached to the concrete flume pads with a unistrut frame. The Contractor shall furnish and install the unistrut frame assembly as shown on the Plans. All unistrut frame materials and hardware shall be fabricated from galvanized steel.

Full compensation for installing the L-brackets on the H-flumes, drilling the flange holes on the H-flumes, attaching the H-flumes to the flume structures, supplying all hardware necessary to construct the unistrut frame, and installing the unistrut frame shall be considered as included in the contract unit price paid for the installation of the FRP Flume structures and no additional compensation will be allowed therefor.

10-1.103 Neoprene Pipe Coupling

Where shown on the Plans, the Contractor shall furnish a molded neoprene rubber pipe coupling to connect corrugated metal pipe to plastic pipe. This coupling shall include no less than two and no more than four stainless steel clamping bands. The coupling will be UV resistant or treated for UV resistance.

Marine Adhesive Sealant, which meets the following specifications, shall be applied along the outside edges of the coupling:

Ingredient	Percent
Urethane Prepolymer	50.0 – 60.0
Talc	20.0 – 40.0
Titanium Dioxide	1.0 – 10.0
Zinc Oxide	1.0 – 10.0
Toluene Diisocyanate	< 2.0
Heptane	< 0.5
Acetone	< 0.5

The Contractor shall perform a hydrostatic pressure test, in accordance with Section 61-1.02 of the Standard Specifications, on the assembled joint.

10-1.104 Litter Bag

The Contractor shall furnish and install a litter collection bag where shown on the Plans. The bag shall be fabricated from 1,000 Denier Polyester Mesh and shall conform to ASTM Mesh no. 9471. The bag shall have an opening of not less than 508 mm (20 inches) and not more than 610 mm (24 inches), and a length of not less than 762 mm (30 inches) and not more than 914 mm (36 inches). The bag shall be attached to the plastic pipe using a stainless steel clamping band, to be located between the ribs on the pipe. Full compensation for supplying and installing the litter bag as well as the clamping band shall be considered as included in the contract unit price paid for the litter bag and no additional compensation will be allowed therefor.

10-1.105 CMP Coupling

Where shown on the Plans, the Contractor shall furnish CMP couplings to connect corrugated metal pipe sections. Joint sealant that meets Federal Specification SS-S-210-A, "Sealing Compound, Preformed Plastic for Expansion Joints and Pipe Joint", shall be used between the coupling and the pipe section. Marine Adhesive Sealant, which meets the following specifications, shall be applied along the outside edges of the coupling:

Ingredient	Percent
Urethane Prepolymer	50.0 – 60.0
Talc	20.0 – 40.0
Titanium Dioxide	1.0 – 10.0
Zinc Oxide	1.0 – 10.0
Toluene Diisocyanate	< 2.0
Heptane	< 0.5
Acetone	< 0.5

The Contractor shall perform a hydrostatic pressure test, in accordance with Section 61-1.02 of the Standard Specifications, on the assembled joint.

10-1.106 CMP Hat Band Coupler with Welded Steel Blind Flange

Where shown on the Plans, the Contractor shall furnish a CMP Hat Band Coupler with Welded Steel Blind Flange. A continuous weld shall be applied, and Marine Adhesive Sealant, which meets the following specifications, shall be applied along the outside edge of the flange:

Ingredient	Percent
Urethane Prepolymer	50.0 – 60.0
Talc	20.0 – 40.0
Titanium Dioxide	1.0 – 10.0
Zinc Oxide	1.0 – 10.0
Toluene Diisocyanate	< 2.0
Heptane	< 0.5
Acetone	< 0.5

The Contractor shall perform a hydrostatic pressure test, in accordance with Section 61-1.02 of the Standard Specifications, on the assembled coupler and flange.

10-1.11 SLOPE PROTECTION

Slope protection shall conform to the provisions in Section 72, "Slope Protection," of the Standard Specifications.

10-1.12 CHAIN LINK FENCE

Chain link fence shall be Type CL-8 and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications.

Chain link fence posts shall be equipped with extension arms upon which shall be strung three lines of barbed wire. Full compensation for furnishing and installing the barbed wire shall be considered as

included in the contract price paid per meter for the fence and no additional compensation will be allowed therefor.

10-1.13 CHAIN LINK WALK GATES

Chain link walk gates shall be Type CL-1.8 conforming to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

Gates shall be installed in existing fences at the locations shown on the plans. Gate installations shall be complete with gate post, latch post, concrete footings, braces, truss rods, and hardware. Gate and latch posts shall be braced to the next existing line post as shown on the plans.

At each gate location, an existing line post shall be removed and the new gate installed so it is centered on the post hole of the removed post. Holes resulting from the removal of line posts shall be backfilled.

Gate mounting and latching hardware shall not contain open-end slots for the fastening bolts.

Chain link fabric for gates shall be of the same mesh size as the existing fence in which the gates are installed.

Openings made in existing fences for installation of gates shall be closed during the working day in which the openings are made and when work is not in progress. Temporary closures shall be made with the existing fence fabric or with additional 1.83-m chain link fabric as directed by the Engineer.

Full compensation for making the openings in existing fences, for temporary closing of the openings (including furnishing additional fence fabric if necessary), and for new posts, footings, hardware, braces, and truss rods shall be considered as included in the contract unit price paid for 1.2-m chain link gate (Type CL-1.8) and no additional compensation will be allowed therefor.

10-1.14 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications.

10-1.15 IMPORTED BORROW

Imported borrow will be measured and paid for by the cubic meter and the quantity to be paid for will be computed in the following manner:

The total quantity of embankment will be computed by the method specified for roadway excavation in Section 19-2.08, "Measurement," of the Standard Specifications, on the basis of the planned or authorized cross section for embankments as shown on the plans and the measured ground surface.

The Contractor, at the Contractor's option, may compact the ground surface on which embankment is to be constructed before placing any embankment thereon. If the compaction results in an average subsidence exceeding 75 mm, the ground surface will be measured after completion of the compaction. The Engineer shall be allowed the time necessary to complete the measurement of an area before placement of embankment is started in that area.

The quantities of roadway excavation, structure excavation and ditch excavation, which have been used in the embankment, will be adjusted by multiplying by a grading factor to be determined in the field by the Engineer. No further adjustment will be made in the event that the grading factor determined by the Engineer does not equal the actual grading factor.

The quantities of roadway excavation, structure excavation and ditch excavation, which have been used in the embankment, will be adjusted by multiplying by a specified grading factor of _____. No further adjustment will be made in the event that the specified grading factor does not equal the actual grading factor.

The quantity of imported borrow to be paid for will be that quantity remaining after deducting the adjusted quantities of excavation from the total embankment quantity and then adding a quantity of cubic meters for the anticipated effect of subsidence. No adjustment will be made in the event that the anticipated subsidence does not equal the actual subsidence.

The Contractor may propose a plan whereby the Contractor would be paid on the basis of measured settlement in lieu of the allowance specified above. The proposal shall include complete details of the subsidence-measuring devices and a detailed plan of each installation. If the proposed plan is approved by the Engineer, the Contractor, at the Contractor's expense, shall provide, install and maintain the subsidence-measuring devices. The Engineer will take readings as are necessary to determine the progress of subsidence, if any, and the Contractor shall provide assistance as is necessary to make the readings.

Any installed device which is determined by the Engineer to have been damaged will not be used for the determination of subsidence for the area it represents in the pattern of approved installations. The subsidence of all of the area as determined to be represented by that installation shall be considered as zero, regardless of the subsidence measured at other installations.

The volumes required as a result of the subsidence will be computed from the original measurements and the final measurements, including zero subsidence at all points and for all areas as provided herein, by the average-end-area method. It shall be understood and agreed that the subsidence at the point of intersection of the side slopes (and end slopes at structures) with the ground line as established by the original cross sections shall be considered as zero. Unless otherwise agreed to by the Engineer, the subsidence shall be considered as zero at the points on the cross sections 15 m beyond the beginning and ending of the instrumented area. The computed volumes for such subsidence will be added to the quantities of embankment measured as specified herein.

Detachable elements of the subsidence-measuring devices which can be salvaged without damaged to the work shall remain the property of the Contractor and shall be removed by the Contractor from the right of way after all final measurements are made.

SECTION 11 - SUPPLEMENTAL WORK

Supplemental work is extra which may occur depending upon existing field conditions. Possible supplemental work for maintain traffic, may be required. Such supplemental work, if performed as directed by the engineer, will be paid for as extra work.

SECTION 12 - FINAL CLEANING UP

Attention is directed to Section 4-1.02, "Final Cleaning Up", of the Standard Specifications.

SECTION 13 - PAYMENT

The contract prices paid for the various items of work shall include full compensation for furnishing all labor, materials, tools, equipment and incidental, and for doing all of the work involved in the construction of the two CDS Storm Water Pilots, as shown on the plans and as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer.

The State will honor cash discounts and will expedite payment to the contractor, for services rendered, in accordance with the cash discount terms specified on the invoice, provided requirements of the contract have been met.

Discount must be a minimum of 1/2 of 1% of the amount due, but not less than \$25.00

A bill in triplicate shall be submitted upon completion of the work.

DEPARTMENT OF TRANSPORTATION
DISTRICT 07

ROBERTW.SASSAMAN
DISTRICT DIRECTOR OF TRANSPORTATION

BY: DOUGLAS R. FAILING
DISTRICT DESIGN DIVISION, CHIEF

DATED: 6/21/99

AS-BUILT

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION

BID PROPOSAL FOR UNIT BID ITEMS

ADM-1509 (7/97) Pg. 1 of 2

CONTRACT NO.	SHEET
	OF

PROPOSAL TO THE STATE OF CALIFORNIA**DEPARTMENT OF TRANSPORTATION**SUBMITTED IN RESPONSE TO NOTICE TO
BIDDERS NO:APPROXIMATE MAGNITUDE OF WORK
\$83,000.00

For: Construction of two Continuous Deflective Separation (CDS) Storm Water Pilots along Route 210.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the proposed form of contract and the plans therein referred and the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the State of California to provide all necessary labor, materials, tools or equipment and to do all the work specified in the contract, in the time and manner therein prescribed, and that the bidder will take full payment therefor the following unit prices:

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in Figures)	Total (in Figures)
1	1	EA	10' CHAIN LINK GATE (TYPE CL-6)		
2	2	EA	4' CHAIN LINK GATE (TYPE CL-8)		
3	1	EA	450 MM 10° CMP ELBOW		
4	1	EA	450 MM 23° CMP ELBOW		
5	8	M	450 MM CMP PIPE		
6	2	EA	450 MM CMP TEE		
7	4	EA	ANCHOR ASSEMBLY, ALT. B		
8	60	M	CHAIN LINK FENCE (TYPE CL-8)		
9	54	M3	CLASS 2 AGGREGATE BASE		
10	1	LS	CLEARING & GRUBBING		
11	6	EA	CMP COUPLING		
12	1,150	M2	EROSION CONTROL (TYPE D)		
13	8	M3	IMPORTED BORROW		
14	1	EA	INSTALL 457 FRP FLUME STRUCTURE		

AS-BUILT

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION

BID PROPOSAL FOR UNIT BID ITEMS

ADM-1509 (5/97) Pg. 2 of 2

CONTRACT NO.**SHEET****OF**

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in Figures)	Total (in Figures)
15	1	EA	INSTALL 610 FRP FLUME STRUCTURE		
16	2	EA	INSTALL CDS UNIT		
17	2	EA	LITTER BAG		
18	4.3	M3	MINOR CONCRETE		
19	2	EA	NEOPRENE COUPLING		
20	1	EA	REMOVE APRON		
21	1.4	M	REMOVE CHAIN LINK FENCE		
22	1	EA	REMOVE CHAIN LINK GATE		
23	3	EA	REMOVE ELBOW		
24	1	EA	REMOVE FLARED END SECTION		
25	3	EA	REMOVE PIPE		
26	4.5	M	REMOVE V-DITCH		
27	1	M3	ROCK SLOPE PROTECTION		
28	1.4	M3	SAND BACKFILL		
29	0.4	M3	SAND BEDDING		
TOTAL					

1. If the bidder is awarded the contract and refuses to execute the contract forms presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less. Should the bidder fail to pay these damages, Caltrans may list the bidder as in default and ineligible to bid future Caltrans projects.

2. The bid of any contractor who is currently in default with Caltrans on a contract already awarded may be regarded as nonresponsive and may be rejected. Default is defined as being within a period of liquidated damages on uncompleted work or under notice to begin or complete a contract where work has not commenced within the time limit set forth in that notice or was suspended without valid cause.

BUSINESS NAME (PRINT OR TYPE)		DATE
BY (MUST BE SIGNED BY AUTHORIZED PERSON)	TITLE	BUSINESS PHONE
BUSINESS ADDRESS (STREET/P.O. BOX, CITY, STATE, ZIP)		
STATE CONTRACTOR'S LICENSE BOARD LICENSE NO.	STATE CONTRACTOR'S LICENSE BOARD LICENSE CLASSIFICATION	FED I.D. NO./SOC.SEC.NO.

AS-BUILT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
SUBCONTRACTING PROVISIONS / LIST
OE-MB3 (REV. 9/94)

NAME	PLACE OF BUSINESS	DESCRIPTION OF PORTION OF WORK WHICH WILL BE DONE BY EACH CONTRACTOR
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*List each subcontractor in accordance with the provisions in "SUBCONTRACTING PROVISIONS" elsewhere in these special provisions or check the following statement:

*** If none, bidder to write “NONE” in this space.**

NONDISCRIMINATION COMPLIANCE STATEMENT

COMPANY NAME

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex or age (over forty).

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF:

PROSPECTIVE CONTRACTOR SIGNATURE

PROSPECTIVE CONTRACTOR TITLE

PROSPECTIVE CONTRACTOR FEDERAL EMPLOYER ID. NUMBER